

**Delivery  
and  
document conditions**  
(order confirmation, delivery note and invoice)

**for suppliers of  
NSM-LÖWEN ENTERTAINMENT GmbH**

**Version: 2011-09-14**

## Index

1) Introduction	page 3
2) Order confirmation	page 4
3) Delivery	
3.1) Delivery note	page 5
3.2) Goods delivery	page 6 - 7
3.2.1) Goods receipt	
3.2.2) Delivery quality / type	
4) Invoice	page 8

## 1) Introduction

The present delivery and document conditions regulate A) the quality and form of delivery and B) define the required data to be included in the order confirmation, the delivery note and the invoice issued by suppliers of the NSM-LÖWEN ENTERTAINMENT GmbH.

The purpose is to ensure a seamless and preferably fast workflow in our various areas/departments, in order to optimize the handling of deliveries and documents of our suppliers and enable a correct allocation of such documents.

### Our goods delivery addresses:

#### **Central warehouse / Bingen factory:**

NSM-LÖWEN ENTERTAINMENT GmbH  
Zentrallager  
Löwen Entertainment Straße  
55411 Bingen am Rhein

Phone: 06721 / 407-511  
Email: BerghofK@loewen.de

#### **Deliveries to branch offices, e.g.:**

NSM-LÖWEN ENTERTAINMENT GmbH  
Niederlassung Berlin  
Pohlstraße 20  
10785 Berlin

#### **External warehouse:**

NSM-LÖWEN ENTERTAINMENT GmbH  
Dromersheimer Chaussee 51  
55411 Bingen am Rhein

#### **Brühl factory:**

Löwenmarkt  
Hamburger Straße 9  
50321 Brühl

#### **Particularities:**

- in case of third-party orders:  
customer's delivery address  
- other alternative delivery addresses:  
see order

Our General Terms and Conditions and our General Terms of Purchase apply in addition to the present Delivery and Document Conditions.

By accepting the order, our supplier also accepts the delivery and document conditions defined herein.

**Deviating arrangements agreed with our purchase/dispatch department must be considered. In case of conflicts with the definitions included in this document, the separate arrangements apply!**

## 2) Order confirmation

We expect an order confirmation within 3 days from the receipt of our order.

The order confirmation must include the following information:

- Delivery address
- Our order number
- Our item number
- Quantity
- Price
- Delivery date (day of delivery)
- Contact (and contact information) at our supplier
- Eventual additional costs (tooling costs, setup costs, freight, etc.)
- Packaging units, if applicable
- Additional information for allocating the order confirmation, if required: contact, arrangements...

We accept returned fax copies of our order stamped and signed together with all required information from our suppliers as order confirmations.

We are entitled to reject order confirmations in case of deviations from our order and/or request remediation and cancel and/or withdraw the order if no purchase contract is closed (the legal time limits / regulations apply).

If circumstances occurring during the procurement and/or production process of our supplier lead to changes of the delivery date and/or the delivery quantity (over- or underdeliveries; see section 3.2.2) and/or the price, our dispatch department must be informed immediately. We are entitled to withdraw from the purchase contract and cancel the order if such subsequent changes impair our production process. In order to meet the delivery date and/or minimise late deliveries, we are entitled to request the fastest possible delivery (e.g. express deliveries) of the goods. The supplier will bear the resulting additional costs (see section 4).

In case of late deliveries leading to a production disturbance and/or interruption at our site, the resulting costs can be charged back to our supplier and/or damages can be claimed.

### 3) Delivery

#### 3.1) Delivery note

A delivery note must be submitted with every delivery.

The delivery note must be printed out with preferably high contrast ratio for easy legibility and to ensure that barcodes (see below) can be scanned electronically.

The delivery note must be attached clearly visible and undamaged to the packaging or be included in the latter.

The delivery note must include the following information:

- Delivery address
- Sender
- Delivery note number
- Our order number
- Express deliveries must be identified separately
- Our item number
- Delivered quantity, outstanding quantities / over-/underdeliveries, if applicable
- Packaging unit
- Barcode (see below)
- Customs documents, if applicable
- Additional information enabling the allocation of the delivery, if applicable: our contact, arrangements, etc.

#### Barcode

The barcode must be printed in the 128 format. Our item number (10 digits) must be attached to the barcode for information.

The following data should preferably be included in two separate barcodes in the delivery note header: delivery note number and delivery note date (in the European DDMMYYYY data format).

*Example barcode of our  
order number*



## **3.2) Goods delivery**

### **3.2.1) Goods receipt**

The supplier is provided with a visitor badge at the factory gate and informed about the gate where the goods are unloaded. The German Road Traffic Regulations apply at our factory site. Respect the lift truck traffic and the restricted winter services. Our factory premise is monitored. The instructions of our employees must be observed.

Loading or unloading operations of other deliveries can eventually lead to wait times at our goods receipt.

Goods receipt business hours:

**Mondays to Fridays from 8:00 a.m. to 12:00 a.m.**

### **3.2.2) Delivery quality/form**

Goods can be delivered:

- as parcels
- palletised (EURO pallets only)
- in lattice boxes

#### **Dimensions and weight of the delivery**

The maximum weight and dimensions of the delivery is subject to the following limitations: A maximum weight of 500kg per pallet/lattice box, a maximum height of 1.10m and a maximum width/depth of a EURO pallet must not be exceeded. EURO pallets and lattice boxes are always exchanged.

For parcel deliveries, the weight and dimensional specifications of the respective parcel service must be considered.

#### **Packaging**

The goods are packed and shipped sufficiently secured and properly packed to ensure an undamaged delivery at our site. Electronic parts must be packaged according to the ESD standard.

If required, the goods must be sent using a special shipment type. In this case, the supplier must review the available shipping options, like e.g. parcel service, carrier, etc. The packaging material must be recyclable and/or reusable. The packaging material can be returned in certain cases.

When delivering one item in multiple packaging units, the quantity, the item number and the order number must be indicated on each packaging unit. Packaging units containing partial quantities must be identified separately. In case of multiple pallets, the latter must be numbered consecutively (pallet x of x).

Labels on boxes and pallets should preferably contain three individual barcodes: our item number (up to 14 digits), quantity (7 digits, comma, 3 digits) and our order number (10 digits). See also section 3.1 "Barcode".

*Example of a label on box and pallet*



### **Over- and underdeliveries**

We accept over- or underdeliveries of common goods up to 5% of the ordered quantity only. Underdeliveries of special goods are not acceptable. Overdeliveries must not exceed 2% unless agreed otherwise. Over- and underdeliveries require an agreement with the competent procurement manager and must be confirmed. In case of deviating deliveries without prior agreement, the quantity in excess can be returned to the supplier and/or the missing quantity can be demanded in addition.

Partial deliveries require an agreement with the competent procurement manager and must be confirmed.

### **Goods receipt**

Goods are received under reserve. We are entitled to reject the goods receipt in case of visible defects. Eventual hidden defects are subject to a complaint by the dispatch, purchase or quality assurance department and/or a request for immediate remediation of the goods. The reworked items are returned to us under consideration of the delivery date mentioned on the delivery complaint with reference to the initial order. We do not bear the costs of remedial actions, including additional costs. If we urgently require the goods for our production department, remedial actions can also be performed at our site. The cost incurred in relation here to can be invoiced to our supplier.

### **Particularities in item groups**

In case of replacement items (item number A\*), the agreed packaging must be considered. In case of accessory items (item number Z\*) each individual item must be identified with the item number and the item number's barcode.

For third-party deliveries, special notes and arrangements for the delivery according to our order and information of our branch offices and/or customers must be considered.

### **Guidelines and legal provisions**

The deliveries must correspond to the applicable EU directives, environment-relevant procedures and legal provisions as well as ecological manufacturing aspects.

When shipping hazardous materials, the delivery must be indicated as such and an up-to-date EU-DIN safety datasheet must be included with the delivery. The goods must be shipped using a special shipping method, if required. Our supplier will review the respective shipping options with its parcel service, forwarder, etc. The legal shipping and labelling requirements must be observed. The sender is responsible for the shipment.

## **4) Invoice**

Invoices must be submitted in two copies.

Legal provisions require the following information to be included in the invoice:

- Invoice number
- Invoice date
- Supplier VAT number and our VAT number
- VAT amount + tax rate
- Our order number
- Our item number
- Date of delivery / service provision
- Quantity and type of delivered items or type of other delivery
- Additional information enabling the allocation of the invoice, as the case may be:
- Contact, arrangements...
- Our correct address:

NSM-LÖWEN ENTERTAINMENT GmbH  
Saarlandstraße 240  
55411 Bingen

We cannot process invoices with incomplete information and will return such invoices to our supplier for correction.

In case of **third-party deliveries**, our supplier will attach a copy of the delivery note to the invoice.

We only bear the **costs of the fastest possible transport (e.g. express shipment)**, if the express shipment is required due to our fault (see also section 2).